

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

QORVIS LLC

2. Registration Number

5483

3. Primary Address of Registrant

1201 Connecticut Avenue, NW, Suite 1000, Washington, DC 20036

4. Name of Foreign Principal

SCM Consulting Limited

5. Address of Foreign Principal

Trident Chambers, P.O. Box 146
Road Town, Tortola, British Virgin Islands
BRITISH VIRGIN ISLANDS

6. Country/Region Represented

UKRAINE

7. Indicate whether the foreign principal is one of the following:

☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

SCM Consulting Limited is a consulting company.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/19/2022Matt Lauer/s/Matt Lauer

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

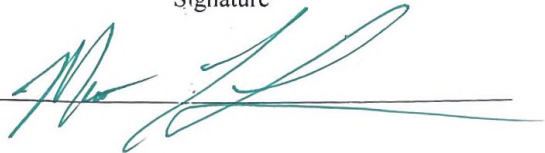
Date

Printed Name

Signature

19 May - 2022

MATTHEW J. LAHER



Appendix

Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: SCM Consulting Limited is an affiliate of System Capital Management (SCM). Mr. Rinat Akhmetov is the founder and president of SCM, which is reportedly the largest financial and industrial group in Ukraine. According to news reports, Mr. Akhmetov was previously a member of Ukraine's Verkhovna Rada and has held an important role in political parties in Ukraine. SCM group companies reportedly employ over 200,000 people and own assets that have been substantially damaged by the Russian invasion of Ukraine, including the Azovstal plant in Mariupol.

Item 10(b) Owned: SCM Consulting Limited is an affiliate of System Capital Management (SCM). Mr. Rinat Akhmetov is the founder and president of SCM, which is reportedly the largest financial and industrial group in Ukraine. According to news reports, Mr. Akhmetov was previously a member of Ukraine's Verkhovna Rada and has held an important role in political parties in Ukraine. SCM group companies reportedly employ over 200,000 people and own assets that have been substantially damaged by the Russian invasion of Ukraine, including the Azovstal plant in Mariupol.

Item 10(b) Directed: SCM Consulting Limited is an affiliate of System Capital Management (SCM). Mr. Rinat Akhmetov is the founder and president of SCM, which is reportedly the largest financial and industrial group in Ukraine. According to news reports, Mr. Akhmetov was previously a member of Ukraine's Verkhovna Rada and has held an important role in political parties in Ukraine. SCM group companies reportedly employ over 200,000 people and own assets that have been substantially damaged by the Russian invasion of Ukraine, including the Azovstal plant in Mariupol.

Item 10(b) Controlled: SCM Consulting Limited is an affiliate of System Capital Management (SCM). Mr. Rinat Akhmetov is the founder and president of SCM, which is reportedly the largest financial and industrial group in Ukraine. According to news reports, Mr. Akhmetov was previously a member of Ukraine's Verkhovna Rada and has held an important role in political parties in Ukraine. SCM group companies reportedly employ over 200,000 people and own assets that have been substantially damaged by the Russian invasion of Ukraine, including the Azovstal plant in Mariupol.

Item 10(b) Financed: SCM Consulting Limited is an affiliate of System Capital Management (SCM). Mr. Rinat Akhmetov is the founder and president of SCM, which is reportedly the largest financial and industrial group in Ukraine. According to news reports, Mr. Akhmetov was previously a member of Ukraine's Verkhovna Rada and has held an important role in political parties in Ukraine. SCM group companies reportedly employ over 200,000 people and own assets that have been substantially damaged by the Russian invasion of Ukraine, including the Azovstal plant in Mariupol.

Item 10(b) Subsidized: SCM Consulting Limited is an affiliate of System Capital Management (SCM). Mr. Rinat Akhmetov is the founder and president of SCM, which is reportedly the largest financial and industrial group in Ukraine. According to news reports, Mr. Akhmetov was previously a member of Ukraine's Verkhovna Rada and has held an important role in political parties in Ukraine. SCM group companies reportedly employ over 200,000 people and own assets that have been substantially damaged by the Russian invasion of Ukraine, including the Azovstal plant in Mariupol.

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
QORVIS LLC

2. Registration Number
5483

3. Name of Foreign Principal
SCM Consulting Limited

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 04/29/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached contract.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant provides public relations services to SCM Consulting Limited relating to the operations and humanitarian efforts of SCM affiliated companies and Mr. Rinat Akhmetov in Ukraine and opposition to the Russian invasion of Ukraine. Registrant's services will include engaging in earned media efforts and outreach involving client-identified spokespeople, press releases, photos, and video provided by the client. Registrant will also assist with securing media interviews and proactive media engagement regarding events and projects as requested by the client. SCM Consulting Limited's ultimate beneficial shareholder is Mr. Akhmetov.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See response to item 9.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

See response to item 9.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
05/06/2022	Wall Street Journal	Phone	Interview with DTEK's CEO focused on energy and DTEK's humanitarian work.
05/06/2022	Wall Street Journal	Email	Interview with DTEK's CEO focused on energy and DTEK's humanitarian work.

-
12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

-
13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
------	-----------	---------	--------

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/19/2022

Matt Lauer

/s/Matt Lauer

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

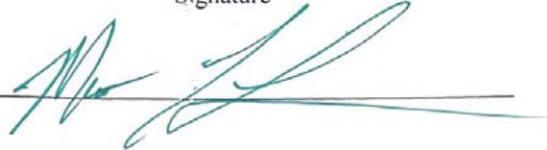
Date

Printed Name

Signature

19 May - 2022

MATTHEW J. LAUER





Qorvis Communications
T (202) 467 6600
F (202) 467 5187
W www.qorvis.com/

1201 Connecticut Ave, NW
Washington, DC 20036

April 25, 2022

SCM Consulting Limited
Trident Chambers
P.O. Box 146
Road Town, Tortola
British Virgin Island
Attn: Andriy Pastukhov, Director

Dear Mr. Pastukhov,

Qorvis LLC, d/b/a Qorvis Communications ("Qorvis") is delighted to provide public relations services to **SCM Consulting Limited and its affiliates**, collectively known as "SCM" ("Client"). In this letter (the "Agreement"), we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to Qorvis and "you" and "yours" refer to Client.

1. As part of our Agreement, we will provide services on behalf of Client as described in Exhibit A. These services will be performed in the United States.
2. This Agreement will begin on May 1, 2022 and will continue through December 31, 2022 unless earlier terminated by either party in accordance with the terms hereof. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. Additionally, Client shall have the right to terminate this Agreement after the initial three (3) months, effective June 30, 2022, upon seven (7) days prior written notice to Agency. You will remain liable for all fees and expenses incurred by Qorvis on your behalf through the date of termination and Qorvis shall be released from all duties, obligations and liabilities associated thereof. Such fees and expenses shall include the monthly payments described in Exhibit A for each month in which Qorvis has provided services hereunder plus approved and documented out-of-pocket expenses.
3. We will bill you as follows:
 - (a) Client shall pay Agency a refundable initial deposit of sixty thousand US dollars (USD \$60,000) upon execution of this Agreement, which Agency will apply against fees outstanding upon termination or expiration of this Agreement.
 - (b) Client will submit monthly payments as described in Exhibit A. Such payments shall be fixed, non-reconcilable and not subject to proration upon termination for any reason.
 - (c) Qorvis will submit bills for out-of-pocket expenses on a monthly basis. Out-of-pocket expenses include those for travel, production, printing, stock imagery, stock video footage, air and ground charges, accommodations and meals or other significant pass-through costs. All such expenses shall be approved by the Client in advance and be reasonable and documented.
 - (d) You will be billed for reasonable administrative expenses incurred by Qorvis, including, but not limited to, long-distance telephone and conference call charges, photocopying, FedEx charges and general office supplies.
 - (e) Copies of our bills will be sent directly to you and can be remitted by any of the following means:



Qorvis Communications
 t (202) 467 6600
 f (202) 467 5187
 w www.qorvis.com/

1201 Connecticut Ave, NW
 Washington, DC 20036

Please remit to: Publicis Communications Collection Account f/b/o Qorvis Communications 91451 Collections Center Dr. Chicago, IL 60693	Courier/Express Mail: Bank of America Lockbox Services 91451 Collections Center Dr. Chicago, IL 60693	EFT Instructions: Account Name: Publicis Communications Collection Account f/b/a Qorvis Communications Account Number: 0100205045 Routing/Transit (Wires): 0100205045 Routing/Transit (ACH): 0100205045 SWIFT: 0100205045 Bank of America, 100 33 rd St West New York, NY 10001
--	--	--

4. Time is of the essence for the payment obligations hereunder. Overdue payments shall accrue interest at a monthly rate of 1.5% or the maximum allowed by law, whichever is less. Interest shall accrue on a daily basis from the date payment becomes due until Qorvis has received payment of the overdue amount together with all accrued interest. Overdue payments are payments received by Qorvis thirty (30) days or more from the date the invoice was submitted to Client.
5. Client shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, services and industry which Client furnishes to Qorvis. It will be the Client's responsibility to review in a timely fashion all advertising, promotional, publicity and other materials prepared by Qorvis under this Agreement to confirm that representations with respect to Client's organization, company statements, descriptions, claims, products, services and industry are accurate, comply with all applicable laws and regulations applicable to Client's industry and products, and supportable by competent and reliable tests or other objective data then possessed by Client, as well as to confirm the accuracy and legality of the descriptions of Client's organization, products, services and industry and competitive products and services.
6. After we have issued material to the news media or to another third party, its use is no longer under our control. We cannot assure the use of news material by any news organization. Similarly, we cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by us.
7. All materials generated by Qorvis in the performance of this Agreement and accepted and paid for by Client are hereby irrevocably assigned by Qorvis to Client. Qorvis retains ownership of its works of authorship and other intellectual property created by it prior to or separate from the performance of services under this Agreement and all materials rejected or not paid-for by Client. Notwithstanding the foregoing, all materials, rights, data and intellectual property owned by third parties (such as spokespersons, influencers, photography and third party licensed materials) shall remain the sole and exclusive property of such third parties, and Client agrees to use such third party materials consistent with the applicable license terms.
8. Client acknowledges that Qorvis may, in the rendition of the Services hereunder, engage (with the prior written consent of the Client) third party suppliers and other vendors (such as spokespersons and influencers) (collectively, "Third Party Suppliers") from time to time to provide certain services ancillary to those being provided by Qorvis directly. Qorvis shall use commercially reasonable efforts to guard against any loss to Client as the result of the failure of Third Party Suppliers to properly execute their commitments, but Qorvis shall not be responsible for their failure to properly execute their commitments, acts or omissions,



Qorvis Communications
t (202) 467 6600
f (202) 467 5187
w www.qorvis.com/

1201 Connecticut Ave, NW
Washington, DC 20036

except where such failure, acts or omissions are due to Qorvis' negligence or willful misconduct.

9. You will not request, and nothing in this Agreement shall be deemed to require that we undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article which, in our judgment, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to your interest or ours. Similarly, nothing in this Agreement shall be construed as committing us to violate any lawful contractual commitments to the media or others.
10. (a) Qorvis shall defend, indemnify and hold harmless the Client its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities ("Client Indemnitees") from and against any and all losses damages, liabilities expenses and any other out-of-pocket costs or expenditures (including reasonable outside attorneys' fees and costs) ("Damages") that Client may incur as the result of any claim, suit or proceeding made or brought against Client ("Claims") to the extent arising from Qorvis' negligent acts, omissions, or intentional misconduct.

(b) Client shall defend, indemnify and hold harmless, Qorvis, its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities ("Qorvis Indemnitees") from and against any and all Claims and Damages which any Qorvis Indemnitee may incur or be liable for arising out of (i) any materials, permissions, information or specific instructions supplied by Client; (ii) allegations that claims, descriptions or representations regarding Client, its products, services and competitors in Client-approved materials are false, misleading, unsubstantiated or not in accord with relevant legal and regulatory requirements, directives and guidelines applicable to Client, its products and industry; or (iii) the nature and use of Client's products and services, including, without limitation, allegations that Client's products or services are defective, injurious, or harmful.

The duties to indemnify shall not terminate with the termination of this Agreement.

11. Client shall reimburse Qorvis for costs and expenses (including reasonable attorneys' fees and costs) incurred by Qorvis resulting from any third-party investigation of the acts or practices of Client including, without limitation, any costs or expenses related to compliance with any third party subpoena or other discovery request.
12. Qorvis shall provide prompt written notice to Client of any claim indemnified under Sections 10 or 11 and shall consult with Client regarding Qorvis' response to a subpoena to the extent the subpoena seeks Client data, documents, or information pertaining to Client so that Client may have an opportunity to seek appropriate relief.
13. Both parties agree that during the term in which Qorvis provides services to you hereunder and for a period of twelve months (12) thereafter, neither party will solicit or induce any employee of the other party to leave his or her employment, nor hire any such employee to perform the same function. The parties agree that the remedy at law for a breach of this Section shall be inadequate and therefore the non-breaching party shall be entitled to injunctive relief for such breach, without proof of irreparable injury and without posting bond, in addition to any other right or remedy it may have.
14. If you should hire one of our employees who has participated in any services under this Agreement (or a former employee if within six months following employment with Qorvis),



Qorvis Communications
T (202) 467 0600
F (202) 467 5187
W www.qorvis.com/

1201 Connecticut Ave, NW
Washington, DC 20036

we will charge you a finder's fee equal to 20% of the person's first year total compensation with your company.

15. Qorvis shall take reasonable care of any property belonging to the Client and made available to Qorvis for the purpose of this Agreement. Such property shall be at all times at the sole and entire risk of the Client, and Qorvis shall not be subject to any other liability for it.
16. If any provision of this Agreement is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable, or indication of the same is received by either of the parties from any relevant competent authority, such provision shall be deemed severed from the Agreement and the remaining terms of the Agreement shall remain in full force and effect.
17. Neither party may assign, sublicense or subcontract this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld or delayed), except if assignment is to an affiliated entity.
18. This Agreement binds and benefits the permitted heirs, successors, and assignees of the parties.
19. Neither party shall be deemed in default of this Agreement or be liable for any delay in performing or failure to perform its obligations under this Agreement to the extent that and for so long as the delay or failure results from any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers or vendors of goods or services, or any other cause or circumstances whatsoever beyond its reasonable control (an "Force Majeure Event") provided that the Force Majeure Event is not due to the fault or negligence of that party. Each party shall use its reasonable endeavors to minimize the effects of any Force Majeure Event. In the event a Force Majeure Event renders Qorvis unable to provide services hereunder, you shall not be obligated to pay any fees hereunder until such Force Majeure Event is over and services hereunder are fully resumed.
20. The parties represent and warrant, at all times in connection with and throughout the course of the Agreement, that they shall comply with all laws, regulations, standards and other legal requirements applicable to their respective obligations hereunder including but not limited to all applicable anti-bribery and anti-corruption laws. Client represents and warrants that Client has read and understood Publicis' Anti-Bribery and Anti-Corruption Policy as updated from time to time, which may be viewed at <https://publicisgroupe-csr-smart-data.com/assets/archives/en/Janus-Anti-Bribery&Anti-Corruption.pdf>.
21. This Agreement and the documents referred to in them will be governed and construed in accordance with the laws of the District of Columbia without regards to any conflicts of law provisions. This Agreement and the documents referred to in it contain the whole agreement between the parties and supersede any previous agreement between them relating to the subject matter of this Agreement, whether written or oral. The parties acknowledge that neither of them has relied upon any presentation, written or oral, of any person but only as expressly set out in this Agreement.
22. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by email PDF or similar format shall bind the parties to the terms and conditions of this Agreement with the same



Qorvis Communications
t (202) 467 6600
f (202) 467 5187
w www.qorvis.com/

1201 Connecticut Ave, NW
Washington, DC 20036

force and effect as if such facsimile, PDF, or other similar format were an original signed copy of this Agreement.

23. Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the parties by a duly authorized representative.
24. All notices must be in writing. Any notice to be served on the other party shall be sent by recorded delivery, registered post or fax. Notices sent by registered post or recorded delivery shall be deemed to be served within 72 hours of posting, and by fax within 24 hours if sent to the correct fax address of the addressee.
25. Both parties will designate a decision maker who will be tasked with the responsibility of responding to any issues that may arise and to whom all notices will be sent.
26. Each party has had the opportunity for counsel to review this Agreement and no presumption shall be made against the drafter of this Agreement.
27. IN NO CASE SHALL EITHER PARTY'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE THE FEES PAID UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR: (i) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF OPPORTUNITIES, LOSS OF DATA, OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT, DELIVERABLES, ANY STATEMENT OF WORK OR CHANGE ORDER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DAMAGES RELATING TO ANY CLAIM THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON. THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY TO THE INDEMNITY OBLIGATIONS OF THE PARTIES WITH RESPECT TO THIRD PARTY CLAIMS.
28. YOU AGREE THAT REGARDLESS OF ANY STATUTE OF LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
29. Client may from time to time allow the use of Client's name for Qorvis' general marketing purposes, such as in a client list in a new client press release or in such a list on the Qorvis website. Qorvis shall obtain a written permission of the Client for each instance of use of the Client's name.
30. Each party (the "Recipient") shall take reasonable steps to protect proprietary and confidential information and materials (hereinafter "Confidential Information") provided by the other party or its representatives (the "Discloser") from improper disclosure. Confidential Information shall not include information previously known to Recipient or materials to which Recipient had access prior to the provision of such information or materials by Discloser; information or materials that are now or later become publicly known; or information or materials provided to Recipient by a third party not bound by a duty of confidentiality to



Qorvis Communications
T (202) 467 6600
F (202) 467 5187
W www.qorvis.com/

1201 Connecticut Ave, NW
Washington, DC 20036

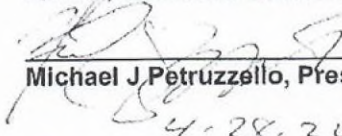
Discloser. Recipient shall inform Discloser of all inquiries into or requests for Discloser's Confidential Information by third parties and shall disclose Confidential Information to such third parties only when legally compelled to do so and after notice to Discloser, or when so permitted or instructed by Discloser.

31. Qorvis is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.


If you have any questions about this Agreement, please call our office. We are very enthusiastic about this new assignment and confident of our ability to do the job. We look forward to working with you.

The signing parties hereto acknowledge that they have received and reviewed this document's terms and conditions. This Agreement shall become effective upon the signatures of both parties.

By: Qorvis, LLC d/b/a Qorvis Communications

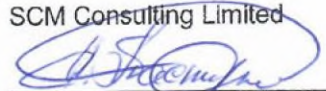

Michael J. Petruzzello, President

Date


Jonathan P. Nicholas, Vice President, Finance

Date

By: SCM Consulting Limited


Andriy Pastukhov
Director

Date



Exhibit A
SCM Consulting Limited Strategic Communications Support
Statement of Work

Scope of Services

Qorvis will provide strategic communications support to SCM Consulting LTD (Client) to increase overall awareness and reputation management among key audiences. Qorvis will specifically engage in earned media efforts, including but not limited to pitching to media, Client-identified spokespeople, press releases, photos and video provided by Client. Qorvis will also assist with securing media interviews and proactive media engagement on events and projects driven by SCM Consulting.

Term:

May 1, 2022 through December 31, 2022, subject to the termination clause in paragraph 2. The term may be extended beyond December 31 upon written approval by both parties.

Fees:

Professional fees are set at \$60,000 (SIXTY THOUSAND US DOLLARS) per month. We will bill you as follows:

- \$60,000 upon signing of this agreement as deposit against the final month of service; due upon receipt.
- \$60,000 per month billed in arrears on the first days of June, July, August, September, October and November; due within 30 days.
- Pre-approved expenses will be billed separately with appropriate support.

IN WITNESS WHEREOF, the duly authorized representative of each party has executed this SOW as of May 1, 2022.

SCM Consulting Limited

By: 

Andriy Pastukhov, Director

Date: 4.29.22

Qorvis LLC
d/b/a Qorvis Communications

By: 

Michael J Petruzzello, President

Date: 4.28.22

Qorvis LLC
d/b/a Qorvis Communications

By: 

Jonathan P Nicholas, Vice President,
Finance

Date: 4.28.22